

K22-569

CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
FRONTERA CONSULTING GROUP, LLC
BID PROPOSAL NO.: 1597

Cambium Networks Hardware and Related Accessories

THIS CONTRACT (the “**Contract**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Frontera Consulting Group, LLC, represented by Jessica Villarreal, Manager (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, as the “**Parties**.” The Contract is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on November 3, 2021, the City issued an Invitation to Bid No. 1597 and Addendum No. 1 on November 9, 2021 (the “**ITB**”), seeking a contractor to provide Cambium Networks Hardware and Related Accessories via a requirements contract;

WHEREAS, the Contractor submitted the lowest responsive bid in response to the ITB;

WHEREAS, the Contractor is an authorized reseller of the manufacturer Cambium Networks, Ltd., or approved equal; and

WHEREAS, the City desires to award the Contract to the Contractor;

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to provide Cambium Networks, Ltd. products, networks hardware and related accessories (or approved equal of the latest design, technology, and product lines), including, but not limited to, wireless backhaul, point to multipoint radios, wireless accessories, wireless management software, analytics & other applications, access control, Wi-Fi access points, switching and software, and

wireless (non-professional) installation services, all to the City under the ITB, and the City and the Contractor, for good and valuable consideration, agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

The Contractor will perform all obligations of the Contractor and be subject to all terms and conditions set forth in this Contract and in the following documents that are incorporated fully into this Contract: the ITB and the Contractor's Bid dated December 1, 2021 (the "Bid").

ARTICLE II - THE CITY'S OBLIGATIONS

The City will pay the Contractor at the rates set forth in the Contractor's Bid (i.e., pursuant to the percentage discount for each line item, as set forth hereinunder) for the satisfactory performance of this Contract and will perform all obligations of the City and be subject to all terms and conditions set forth, in this Contract and any incorporated documents.

Item	Item Description	Percentage Discount *
1	PTP BACKHAUL Percentage Discount	<u>.250</u> %
2	PMP AND EPMP EQUIPMENT Percentage Discount	<u>.150</u> %
3	CNRANGER Percentage Discount	<u>.250</u> %
4	IIOT Percentage Discount	<u>.200</u> %
5	WI-FI EQUIPMENT Percentage Discount	<u>.250</u> %
6	ANALYTICS & OTHER APPS. Percentage Discount	<u>.150</u> %
7	SWITCHING Percentage Discount	<u>.250</u> %
8	SOFTWARE Percentage Discount	<u>.100</u> %
9	WIRELESS ACCESSORIES Percentage Discount	<u>.200</u> %
	Total Sum of Percentage (%) Discount Items = Bid Total	<u>1.800</u> %

** FROM PUBLISHED CAMBIUM MSRP LIST*

"Extended Price" means "Quantity" times "Unit Price".

"TOTAL" means the sum of extended prices.

ARTICLE III - ADDITIONAL PROVISIONS

A. Convicted Felon Statement. The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

B. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.

C. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

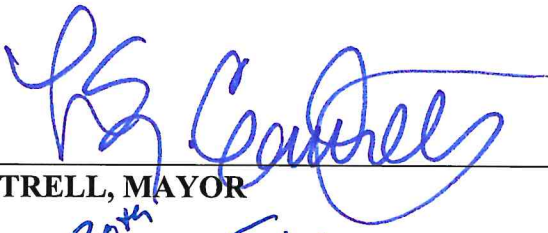
D. Entire Agreement. This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Contract.

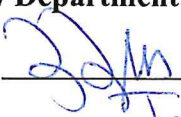
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 20th of July, 2022

FORM AND LEGALITY APPROVED:

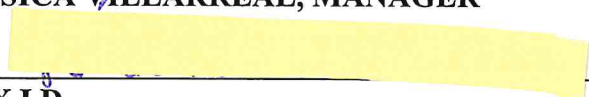
Law Department

By: 

Printed Name: Tracy Miller

FRONTERA CONSULTING GROUP, LLC

BY: 
JESSICA VILLARREAL, MANAGER


TAX I.D.